

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ROBERT D. ATKINS,

Plaintiff(s)

vs.

MORTARA INSTRUMENT, INC.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP - 10- 4730

Submitted By: Ellis R. Lesemann

Michelle A. Matthews

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15315; 100685

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erl@lalawsc.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> General (130)
<input checked="" type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Fraud/Bad Faith (150)
<input type="checkbox"/> Failure to Deliver/
Warranty (160)

<input type="checkbox"/> Employment Discrim (170)
<input type="checkbox"/> Employment (180)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20__-NI-_____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Assault/Battery (370)
<input type="checkbox"/> Slander/Libel (380)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured
Settlement Payment Rights
Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers
Compensation Settlement
Approval (780)
<input type="checkbox"/> Other (799) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
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<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)

<input type="checkbox"/> Other (999) |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699)
<input type="checkbox"/> Sexual Predator (510) | <input type="checkbox"/> Pharmaceuticals (630)
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an Out-of-County Action (660)
<input type="checkbox"/> Pre-Suit Discovery (670) | | |

Submitting Party Signature: 

Date: September 7, 2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

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FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ROBERT D. ATKINS,

Plaintiff,

vs.

MORTARA INSTRUMENT, INC.,

Defendant.

) IN THE COURT OF COMMON PLEAS

) FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2016-CP-10-4730

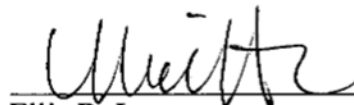
SUMMONS

FILED
2016 SEP -7 PM 4:08
JULIE J. ARMSTRONG
CLERK OF COURT

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to appear and defend this action by answering the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

By:



Ellis R. Lesemann

erl@lalawsc.com

Michelle A. Matthews

mam@lalawsc.com

LESEMANN & ASSOCIATES LLC

80 Alexander Street, Second Floor

Charleston, SC 29403

(843) 724-5155

Attorneys for Plaintiff

September 7, 2016

Charleston, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	FOR THE NINTH JUDICIAL CIRCUIT
ROBERT D. ATKINS,)	
)	Case No.: 2016-CP-10-4730
Plaintiff,)	
)	
vs.)	
)	COMPLAINT
MORTARA INSTRUMENT, INC.,)	<i>(Jury Trial Demanded)</i>
)	
Defendant.)	

FILED
2016 SEP -7 PM 4:08
JULIE J. ARMSTRONG
CLERK OF COURT

COMES NOW Plaintiff Robert D. Atkins by and through his undersigned counsel, stating his Complaint against Defendant Mortara Instrument, Inc., as follows:

PARTIES AND JURISDICTION

1. Plaintiff Robert D. Atkins ("Plaintiff"), is the former Director of National Accounts for Defendant Mortara Instruments, Inc., and is a citizen and resident of Charleston County, South Carolina.

2. Defendant Mortara Instrument, Inc., ("Mortara"), is a Wisconsin corporation that offers non-invasive diagnostic cardiology equipment to health care providers throughout the United States and around the world. Mortara has its principal place of business at 7865 North 86th Street, Milwaukee, Wisconsin 53224. Mortara's registered agent for service of process is Brian L. Brenegan, 7865 North 86th Street, Milwaukee, Wisconsin 53224.

3. Mortara conducts significant business in South Carolina generally, and in Charleston County specifically, and also employs residents of South Carolina and Charleston County, such as Plaintiff.

4. Mortara is subject to jurisdiction in this Court by way of its substantial business activities and under the State of South Carolina's long-arm statute, S.C. Code Ann. § 36-2-803.

FACTUAL ALLEGATIONS

5. Plaintiff was previously employed by Mortara as the Director of National Accounts. In that role, Plaintiff was responsible for meeting corporate sales objectives through the management and expansion of Group Purchasing Organizations (“GPO”) and Integrated Delivery Network (“IDN”) contracts and agreements within the North American Sales Channel.

6. In addition to base compensation, Plaintiff was also entitled to incentive compensation as a result of his employment. Pursuant to the 2014 Director of National Accounts Commission and Incentive Program (“Incentive Compensation Agreement”), Plaintiff was entitled to receive a bonus of \$2,500.00 for each IDN agreement that was procured. A true and accurate copy of the Incentive Compensation is attached as Exhibit A. The Incentive Compensation Agreement was offered by Mortara to Plaintiff and was accepted by Plaintiff.

7. The Incentive Compensation Agreement provides that an IDN is defined by a contractually obligated group of hospitals, clinics, or offices which make centralized purchasing decisions or “bulk buys.” Mortara did not define the term “bulk buy” in the Incentive Compensation Agreement.

8. The Incentive Compensation Agreement further provides: “At the discretion of the SVP of North American Sales & Services a portion of the commission may be withheld on large orders until the site is fully implemented and the customer acceptance has been received.”

9. Despite the full implementation and acceptance of the IDNs and numerous bulk buys, Mortara refused to pay Plaintiff bonuses and/or commissions earned during 2014.

10. Plaintiff sought payment of the bonuses and/or commission earned for 2014 and was told by Mortara’s SVP of North American Sales & Services that he would be paid for the IDNs after Plaintiff tracked those sales. Mortara did not respond to the request for payment of

the incentive compensation due relating to bulk buys. After instructing Plaintiff to personally track his sales, Mortara repeatedly and intentionally denied Plaintiff access to Mortara's monthly and quarterly sales figures, which is the method by which IDNs and bulk buys can be tracked.

11. During his employment with Mortara, Plaintiff successfully developed and implemented programs that resulted in a substantial increase in revenues and profits earned from the National and Government Accounts for which Plaintiff was responsible. For example, from 2014 to 2015, Plaintiff increased the revenue from his six major accounts on a year-over-year basis by 44.3%, or \$5,788,352. This is the same year in which Mortara violated South Carolina law by failing to pay incentive compensation to Plaintiff.

12. Plaintiff received special recognition from Mortara's Chief Executive Officer, Dr. Justin L. Mortara, for his outstanding performance and contributions to the company, but was not paid the incentive compensation that he was legally due.

13. Plaintiff's subsequent efforts to secure the amounts due to him were met with yet more improper conduct on the part of Mortara.

14. In February 2016, Mortara conducted a Performance Review of Plaintiff for the period of March 1, 2015 through February 1, 2016. The initial Performance Review was conducted by Plaintiff's supervisor, Darryl Lustig, and included evaluations in the areas of drive, ethics, innovation, knowledge, quality, and service. A true and accurate copy of the Performance Review (after it was clumsily altered in the manner described below) is attached as Exhibit B.

15. Mr. Lustig provided the following positive comments in each of the areas subject to the Performance Review:

- (a) For the drive review, Mr. Lustig commented that Plaintiff "does his best to meet deadlines and get answers from the people who need to weigh in regarding areas that [Plaintiff] is responsible for;"

- (b) For the ethics review, Mr. Lustig commented that Plaintiff “is always looking out for the company to make sure we are in compliance with our internal policies and those of our customer base;”
- (c) For the innovation review, Mr. Lustig commented that Plaintiff “has been creative in getting our products on almost all GPO (Group Purchasing Organizations) contracts” and that Plaintiff “has come up with a number of creative ways to maintain and increase profitability on these contracts and customers;”
- (d) For the knowledge review, Mr. Lustig commented that Plaintiff “understands the marketplace and the competitors to help get our products on contract with most GPOs” and “is a resource for the Mortara reps who call on and utilize these agreements;”
- (e) For the quality review, Mr. Lustig commented that Plaintiff “[h]as improved the entire GPO contract process considerably by working with Administration to streamline the processes and documentation;” and
- (f) For the service review, Mr. Lustig commented that Plaintiff “is very professional in communicating and dealing with our internal and external customers [and] is dependable and accomplishes tasks on a timely basis.”

16. The numerical scores originally provided by Mr. Lustig corresponded with the positive written comments. However, after Mr. Lustig completed and submitted the evaluation, the numerical scores were altered at Mortara’s corporate headquarters in order to create the false pretense of a negative review. In stark contrast to the positive comments provided by Plaintiff’s direct supervisor, the numerical scores were slashed to an overall average score of 1.67. Mortara provided no explanation for the inconsistency between the comments and the numeric ranking or any identification of weaknesses or deficiencies in Plaintiff’s performance.

17. Upon receiving the Performance Review in late March 2016, Plaintiff indicated in the “Employee Comments” section that he was shocked by the review, as the rankings were inconsistent with Mr. Lustig’s comments and with Plaintiff’s achievements in 2015.

18. Mr. Lustig indicated to Plaintiff that he was unable to justify the inconsistencies between his comments and the low rankings because his rankings had been changed by Chuck Webster, Mortara's Senior Vice President at the time.

19. The Mortara Employee Handbook states that performance reviews provide employees with the opportunity to speak candidly with their supervisor regarding their performance, and should lead to an understanding about performance expectations for the following year. *See* Mortara Employee Handbook, attached as Exhibit C, at p. 18. Also, the Mortara Employee Handbook states that Mortara has an "open door policy" and encourages employees to bring questions, suggestions and complaints to their supervisor or human resources manager. *See* Mortara Employee Handbook, p. 5. Mortara's "open door policy" affirmatively assures its employees that their "job will not be adversely affected in any way because [employees] choose to use this procedure." *Id.*

20. Following receipt of the Performance Review, Plaintiff sent several correspondences to Joe Austin, Mortara's Senior Vice President of North American Sales and Services, in which Plaintiff sought to obtain clarification of the Performance Review.

21. Having not received any response from Mr. Austin, Plaintiff sought intervention from Mortara's Department of Human Resources. A meeting was set by Mortara for the purpose of discussing these concerns.

22. Unbeknownst to Plaintiff, the meeting was not intended for any sort of discussions of the issues he had raised, but rather to inform Plaintiff that his position had been abruptly terminated. Mortara's representation that the position of Director of National Accounts had been eliminated was also ultimately false.

FOR A FIRST CAUSE OF ACTION
*(Violation of the South Carolina Payment of Wages Act,
S.C. Code Ann. §§ 41-10-10, et seq.)*

23. Plaintiff restates and re-alleges each and every allegation above as if fully set forth herein.

24. Plaintiff is a former employee of Mortara who was to receive salary, bonuses, vacation pay, sick pay, and other benefits in exchange for the labor provided to Mortara.

25. Under the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10 (the “Payment of Wages Act”), an “employer” is defined as “every person, firm, partnership, association, corporation, receiver, or other officer of a court of this State, the State or any political subdivision thereof, and any agent or officer of the above classes employing any person in this State.” Based on this definition, Mortara is an employer fully subject to liability under the Payment of Wage Act.

26. Under the Payment of Wages Act, “wages” is defined as “all amounts to which labor rendered is recompensed, whether the amount is fixed or ascertained on a time, task, piece, or commission basis, or other method of calculating the amount and includes vacation, holiday, and sick leave payments which are due to an employee under any employer policy or employment contract.” S.C. Code Ann. § 41-10-10(2). Under this definition, the incentive compensation to be provided under the Incentive Compensation Agreement is “wages” for purposes of the Payment of Wages Act.

27. Under the Payment of Wages Act, Mortara is obligated to “pay all wages due in lawful United States money or by negotiable warrant or check bearing even date with the payday,” as provided by S.C. Code Ann. § 41-10-40(A).

28. In violation of this law, Mortara did not pay Plaintiff the wages due to him for bonuses earned during the 2014 calendar year and thereby violated the Payment of Wages Act when it refused to provide additional incentive compensation that was due Plaintiff.

29. Furthermore, upon termination of Plaintiff on May 13, 2016, Mortara failed to pay all wages that were due to him within 48 hours of the time of separation or the next regular payday, as required by S.C. Code Ann. § 41-10-50.

30. For these reasons, Plaintiff is entitled to recover from Mortara an amount equal to three times the full amount of the unpaid incentive compensation, as that term is defined under the Payment of Wages Act, plus costs and reasonable attorney's fees as the Court may allow, pursuant to S.C. Code Ann. § 41-10-80.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

31. Plaintiff restates and re-alleges each and every allegation above as if fully set forth herein.

32. Plaintiff worked for Mortara as the Director of National Accounts for which he would receive bonuses pursuant to the Incentive Compensation Agreement between Plaintiff and Mortara for the year 2014. Although the terms and conditions relating to incentive compensation changed in subsequent years, the Incentive Compensation Agreement for 2014 provided for incentive compensation that Mortara has refused to pay and has attempted to conceal from Plaintiff by refusing him access to relevant sales records.

33. The Incentive Compensation Agreement was supported by adequate consideration such that the Agreement was a valid and enforceable contract.

34. Among other terms and conditions of employment, the Incentive Compensation Agreement provided for payment of incentive compensation, which was to be calculated and paid quarterly upon each successful IDN implementation and bulk buys.

35. In breach of the Incentive Compensation Agreement, Mortara has not paid Plaintiff certain incentive compensation for 2014 that are overdue and owing to Plaintiff.

36. As a result of Mortara's breach of the Incentive Compensation Agreement, Mortara is liable to Plaintiff for the unpaid incentive compensation, treble damages, interest, and attorney's fees, all in an amount to be proven at trial or through post-trial motion, as applicable.

FOR A THIRD CAUSE OF ACTION
(Promissory Estoppel)

37. Plaintiff restates and re-alleges each and every allegation above as if fully set forth herein.

38. Mortara made promises to Plaintiff regarding employment, salary, incentive compensation, and other inducements which promises were unambiguous in their terms. These promises included the terms of the Incentive Compensation Agreement.

39. Plaintiff reasonably relied upon these promises that were made by Mortara and Plaintiff's reliance was expected and foreseeable by Mortara.

40. Plaintiff relied upon these promises in the course of working at Mortara and continuing to work at Mortara.

41. However, Mortara did not uphold the relevant promises to Plaintiff relating to incentive compensation during the year 2014.

42. As a result, Plaintiff has sustained injury in reliance on Mortara's promises and is entitled to recover from Mortara in an amount to be recovered at trial.

FOR A FOURTH CAUSE OF ACTION
(Accounting)

43. Plaintiff restates and re-alleges each and every allegation above as if fully set forth herein.

44. Plaintiff is entitled to an accounting of the sales and related records relating to all relevant accounts during 2014 to confirm the implementation of IDNs and bulk buys. This accounting is necessary to confirm that Plaintiff is aware of the full amount of the incentive compensation that has been wrongfully withheld.

45. As described above, Mortara repeatedly and intentionally denied Plaintiff access to Mortara's monthly and quarterly sales figures, which is the method by which IDNs and bulk buys can be tracked. Upon information and belief, this was done to deter Plaintiff from being able to verify the full amount of incentive compensation due.

46. Plaintiff has and will continue to suffer harm as a result of Mortara's failure and refusal to provide records of all sales and relevant records unless an accounting is ordered and allowed.

WHEREFORE, having fully asserted his causes of action against Defendant Mortara Instrument, Inc., Plaintiff Robert D. Atkins hereby requests that this Court grant him:

- A judgment against Mortara for violation of the Payment of Wages Act in an amount equal to three times his unpaid wages, as that term is defined under the Payment of Wages Act, plus reasonable costs and attorney's fees as provided by S.C. Code Ann. § 41-10-80;
- A judgment against Mortara for breach of contract to allow Plaintiff to recover the bonuses that are owed to him but have not been paid, plus any interest that has accrued on the unpaid amounts;
- A judgment against Mortara for promissory estoppel to allow Plaintiff to recover the damages that were sustained as a result of his reliance upon the promises made but not kept by Mortara;

- An order compelling Mortara to account for all sales, proceeds, earnings, benefits, and profits earned by Mortara during 2014 relating to IDN contracts and agreements and/or bulk buys; and
- Such other and further relief as this Court shall deem just and proper.

Respectfully submitted,

By: 

Ellis R. Lesemann

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Michelle A. Matthews

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LESEMANN & ASSOCIATES LLC

80 Alexander Street, Second Floor

Charleston, SC 29403

(843) 724-5155

Attorneys for Plaintiff

September 7, 2016
Charleston, South Carolina

EXHIBIT A



2014 Director of National Accounts Commission and Incentive Program

This letter is to formalize the commission and Incentive Program for 2014. Please review carefully and then print and sign the document. Please e-mail a signed copy of the entire document to Cindie Ubert at the corporate office in Milwaukee, Cindie.Ubert@Mortara.com.

The Director of National Accounts is responsible for meeting corporate sales objectives through the management and expansion of Group Purchasing Organizations (GPO) and Integrated Delivery Network* contracts and agreements within the North American Sales Channel. Responsibilities include: Management of all GPO/IDN contract renewals – Price list management and coordination – Expansion of existing relationships to include additional products and modalities – Conformance with all with corporate quality and regulatory guidelines - Timely submission of all corporate reporting, presentations and forecasts - Providing feedback to Sr. Management regarding product performance and market opportunities, risks and challenges - Escalation and reporting of customer complaints - Ensuring the highest possible level of satisfaction with all direct customers, resellers and partners.

Medical Equipment/Disposables/Service Quota and Commission Plan

Commission is earned on shipments except for service contracts. Commissions are earned on service contracts when revenue is recognized.

- 0.1% on all sales of equipment, disposables and service in Primary Care.
- 0.1% on all sales of equipment, disposables and service in Acute Care, excluding Phase I Clinical Research Sales.

2014 Bonus Plan

Bonuses will be calculated and paid quarterly.

\$2,500 bonus per successful IDN implementation upon definition below.

*Note: An IDN is defined by a contractually obligated group of hospitals, clinics or offices which make centralized purchasing decisions or “bulk buys”. The Sr. Vice President of North American Sales must approve all new IDN and GPO agreements.

At the discretion of the SVP of North American Sales & Service a portion of the commission may be withheld on large orders until the site is fully implemented and the customer acceptance has been received.

All commission determinations are subject to the approval of SVP of North American Sales and Service.



Management reserves the right to modify any part of this plan.

Robert Atkins
Director of National Accounts
Mortara Instrument, Inc.

Darryl Lustig
VP of Primary Care Sales
Mortara Instrument, Inc.

EXHIBIT B

Performance Review

Review Title: **Employee Competency Form-Non Manager**

Employee Name: **ROBERT ATKINS**

Department: **NORTH AMERICAN SALES MGMT (390)**

Supervisor: **DARRYL LUSTIG**

Job Title: **DIRECTOR OF NATIONAL ACCOUNTS**

Review Period: **3/1/2015 to 2/1/2016**

Completion Date: **2/26/2016**

Scoring Summary

Total Score	# of Definitions	Average Score
10	6	1.67

Scoring Definitions

Score 6 Points for a 5 rating

Score 5 points for a 4 rating

Score 3 points for a 3 rating

Score 1 point for a 2 rating

Score 0 points for a 1 rating

Score:
n/a

Drive

Considers how quick results are achieved, acts with a sense of urgency. Illustrates ambition "drives to get to answers", assists others, and goes above & beyond expectations. Knows how to successfully overcome obstacles.

Score:
1.00

Based on a 2 rating

Comments:

Bob does his best to meet deadlines and get answers from the people who need to weigh in regarding areas that Bob is responsible for. Often times Bob has to wait for these answers before he can move forward with a project or communication.

Ethics

Admits mistakes and is honest. Speaks up if something seems wrong; doesn't ignore issues.

Score:
3.00

Based on a 3 rating

Comments:

Bob is always looking out for the company to make sure we are in compliance with our internal policies and those of our customer base.

Innovation

Analyzes causes of problems, develops creative solutions, and solves problems. Generates and uses creative ideas to improve processes, systems, and products. Is not constrained by the thoughts or approaches of others.

Score:
1.00

Based on a 2 rating

Comments:

Bob has been creative in getting our products on almost all GPO contracts. Bob has come up with a number of creative ways to maintain and increase profitability on these contracts and customers.

Knowledge

Understands job responsibilities and applies knowledge accurately. Possesses an understanding of how things are done (business, cultural awareness)
Knowledge is shared to improve department performance. Effectively uses resources to obtain additional knowledge.

Score:
1.00

Based on a 2 rating

Comments:

Bob understands the marketplace and the competitors to help get our products on contract with most GPOs. Bob is a resource for the Mortara reps who call on and utilize these agreements.

Quality

Considers quality of work for accuracy, thoroughness and reliability. Maintains a sense of accountability and holds oneself to high work standards. Double checks completed work and meets quality metrics for department.

Score:
1.00

Based on a 2 rating

Comments:

Bob's work is generally good and does not require a lot of changes or rework.

Has improved the entire GPO contract process considerably by working with Administration to streamline the processes and documentation.

Service

3/28/2016

Performance Review

Shows respect for internal and external customers, promptly communicates, considers team/department vs own self interests, acts professional. Possesses positive demeanor, actively listens, quickly resolves problems/concerns.

Score:
3.00

Based on a 3 rating

Comments:

Bob is very professional in communicating and dealing with our internal and external customers. Bob is dependable and accomplishes tasks on a timely basis.

Employee Comments: THIS REVIEW IS SHOCKING. DESPITE HAVING ACHIEVED ALL GOALS FOR 2015 AND HAVING REGULAR DISCUSSIONS WITH MY MANAGER, THE RATINGS ARE UNEXPECTED AND DISSENT WITH THE COMMENTS. I NEED TO SEE WHAT SPECIFICALLY LED TO THESE RATINGS, AND LEARN WHAT I NEED TO DO TO IMPROVE THE PERFORMANCE IN 2016.

Supervisor Comments:

Mutual Goals for Coming Year	Target Date

Employee's Acknowledgement

3-28-16
Date

Supervisor's Acknowledgement

3-28-16
Date

Other Management Approval

Date

EXHIBIT C



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WELCOME

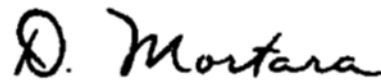


WELCOME TO MORTARA INSTRUMENT!

It is a pleasure to welcome you to the family of Mortara Instrument. We hope that each of you feels at home here and enjoys your work. You will find that your fellow employees are ready to lend a hand and accept you as a friend.

The company's record of achievement and growth is due in large part to the ability, loyalty and teamwork of our employees. You have been selected to join this team because we believe you have the necessary qualities and the conscientious desire to help us continue to succeed.

I am happy to have you join our company and would be pleased if we enjoy a pleasant association for many years.



David W. Mortara
President

EMPLOYEE HANDBOOK

COMPANY HISTORY

Mortara Instrument, Inc. was founded by Dr. David W. Mortara in 1982. Prior to starting Mortara Instrument, Dr. Mortara served as VP of engineering at what was then known as Marquette Electronics. While in that role, Dr. Mortara became widely known as the creator of many innovative electrocardiograph (ECG) technologies. Driven to continue his pursuit of technology and innovation, Dr. Mortara founded Mortara Instrument using the guiding philosophy of design to a need, keep it simple and make it economically accessible. On this philosophy the company has grown to employ over 200 people worldwide, developing and manufacturing diagnostic cardiology devices at its Milwaukee headquarters, with sales subsidiaries located strategically around the globe.

The company began its operations in a small office space with a single engineer. The early years of Mortara Instrument were focused on providing proprietary ECG hardware components and licensing software algorithms to other cardiology device companies. One of Mortara Instrument's first customers was none other than Dr. Mortara's previous employer! The component licensing business continues today, with medical device and fitness companies worldwide integrating Mortara's best-in-class technologies under the "Heart of Mortara" brand.

By 1986 the company had constructed its own dedicated facility and expanded further to create a Mortara-branded product line consisting of electrocardiographs, stress exercise and Holter monitoring systems. Continued growth in the Mortara brand and Heart of Mortara sales fueled two expansion phases of the Milwaukee facility as well as the acquisition and establishment of multiple subsidiaries outside of the U.S.

Behind all of this growth has been Dr. Mortara's initial spirit of innovation. Throughout its 25+ year history, Mortara Instrument has introduced a series of important firsts in the world of ECG including the first electrocardiograph with waveform display, the first 12-lead Holter recorder, the first continuous ST segment monitoring system, the first 12-lead telemetry transmitter. The company has also led in ECG standards development, playing critical roles in AAMI, HL7 and DICOM standards development to help realize a vision of integrated and interoperating devices to meet the challenges of today's healthcare environment.

Mortara's innovation and commitment to diagnostic electrocardiography has been recognized by both the U.S. Food and Drug Administration (FDA) and the Federal Aviation Administration (FAA). Both of these federal agencies have chosen Mortara Instrument as the provider of digital ECG Warehouses to support their very different missions. For the FAA, commercial airline pilots requiring an ECG evaluation have their records sent to a Mortara-designed system for review by physicians to determine flight readiness. Pharmaceutical companies developing new drug therapies make their cardiac safety data available to the FDA using a Mortara-managed digital ECG Warehouse. Mortara is proud to have been selected and to continue to serve these two important agencies.

EMPLOYEE HANDBOOK

Looking ahead the company continues to expand in both the U.S. and abroad. Growth has been enabled by a steady stream of new product introductions, innovating both clinical and manufacturing dimensions. Today the company continues to manufacture in Milwaukee, while successfully leveraging a global supply chain to effectively compete in all markets and deliver important economies to its customers. Mortara Instrument remains privately held, with its focus remaining on the same guiding philosophy upon which it was founded: design to a need, keep it simple and make it economically accessible.

COMPANY COMMUNICATIONS

Company news and information is regularly posted on our lunchroom bulletin board, the Paychex HR-Online site, the Mortara intranet employee home page, twice a year in the Mortara global newsletter, and thru company-wide e-mail distributions from our human resources manager. We strongly suggest that you pay close attention to these communications as they are presented.

TALK TO US (OPEN DOOR POLICY)

We encourage you to bring your questions, suggestions and complaints to our attention. Your comments on any subject are important and we will carefully consider them in our continuing effort to improve operations. To assist in this manner, Mortara maintains and monitors an electronic suggestion box that can be found on the Mortara intranet employee home page. Your job will not be adversely affected in any way because you choose to use this procedure. We also encourage all employees to respond to any surveys coming from human resources.

If you feel you have a problem, present the situation first to your supervisor or the human resources manager. With examination and discussion of the facts, we hope that (s)he will be able to satisfactorily resolve the matter. If this is not the case, or if you would like further clarification on the matter, request a meeting with the next level of management within your department. If, after these steps, you still believe that your problem has not been fairly or fully addressed, request a meeting with the CEO of Mortara Instrument.

EQUAL EMPLOYMENT OPPORTUNITY

Mortara Instrument is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability or any other protected class under federal, state, or local law.

We are strongly committed to this policy, and believe in the concept and spirit of the law. It is the responsibility of each member of management to give this non-discrimination policy full support through leadership and by personal example. In addition, it is the duty of every employee of Mortara to help create a job environment which is conducive to effective equal employment opportunity.

You may discuss equal employment opportunity related questions with human resources or any other member of management.

EMPLOYEE HANDBOOK

AMERICANS WITH DISABILITIES ACT

Mortara Instrument is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your supervisor of the need for accommodation. Upon doing so, your supervisor may ask you for your input on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

UNLAWFUL HARASSMENT

We prohibit harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to: veteran status, uniformed services member status, race, color, religion, sex, national origin, age, physical or mental disability, or any other protected class under federal, state or local law. Harassment of third parties by our employees is also prohibited.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes, teasing, sexual advances, requests for sexual favors and other similar verbal or physical contact. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voicemail, chat rooms, Internet use or history, text messages, pictures, images, writings, words, or gestures.

Any employee who believes he or she has been harassed should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Bob Pierdzioch, human resources manager, at 414-362-7698; Brian Brenegan, senior vice president, at 414-362-7664; or Michelle McArdle, director of administration, at 414-362-7775.

The company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

EMPLOYEE HANDBOOK

WORKPLACE VIOLENCE

Violence by either an employee or anyone else against an employee, visitor, supervisor, or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either a physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in any investigation of suspected or actual cases of workplace violence and will not be subject to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

IMMIGRATION REFORM AND CONTROL ACT

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

EMPLOYEE HANDBOOK

FEDERAL FAMILY AND MEDICAL LEAVE ACT

Mortara offers medical leave under the guidelines of the Federal Medical Leave Act (FMLA), and applicable state medical leave requirements. For a complete current eligibility requirement definition, please see human resources.

In general, employees are eligible for FMLA if they have worked for a covered employer for at least one calendar year.

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Mortara used the following method for determining eligibility for continuing uses of FMLA from one year to the next:

A "rolling" 12-month period measured backward from the date an employee first uses FMLA leave.

EMPLOYEE HANDBOOK

STANDARDS OF CONDUCT

We are proud of our employees and are confident that they will conduct themselves in a professional manner. No written list of company rules can be complete or can substitute for good judgment by employees or cooperation between employees and supervision. However, for the protection of its property, business interests and other employees, the company has established some rules and procedures which have to be followed. Some of these rules are outlined in these guidelines, others are posted, or may be posted, from time to time on the company bulletin boards. These rules do not limit the company's right to impose discipline for other conduct not listed below that is detrimental to the interests of the company, its customers or other employees.

Discharge

Some actions are of such serious nature that they are cause for immediate discharge. Causes for possible immediate dismissal include, but are not limited to:

1. Reporting to work under the influence of alcohol or controlled substances.
2. False statements or material omissions in application for employment.
3. Falsification of other records including time records.
4. Failure to observe company rules or generally accepted standards of conduct.
5. Assisting another in falsifying records.
6. Excessive absences.
7. Fighting, horseplay, malicious pranks, intimidation or profanity.
8. Deliberate damage to company property or to the property of others.
9. Insubordination, slowing down, interfering with production or directing others to do so.
10. Immoral conduct, indecency in or around company premises, or in the conduct of company business.
11. Possession of weapons or explosives on company premises.
12. Violation of safety rules.
13. Theft, embezzlement, fraud, misappropriation of company property or any other act of dishonesty.
14. Giving or providing company confidential information to outsiders.
15. Harassment or intimidation of any nature.
16. Using company time and/or using company resources for another employer (or own personal business).

EMPLOYEE HANDBOOK

EMERGENCY PLAN OF ACTION

Medical Emergency Plan of Action

Upon becoming aware of a medical emergency, the emergency response team (ERT) must be called to the scene. This should be done by calling the receptionist (ext. 0), and stating the following:

"We have a medical emergency at (location), send the emergency response team." The receptionist will then issue a page throughout the building as follows:

"Attention please, emergency response team please report to (location), I repeat, emergency response team please report to (location)".

These steps should be taken, even if an ERT member is already on the scene. This will help ensure that enough ERT members arrive at the scene to provide adequate assistance.

ERT members arriving at the scene may instruct others in the area to provide assistance. If asked to 'dial 911' (or similar request for outside assistance), one should immediately do so, then return to the scene and inform the ERT that this has been done. Request outside assistance by dialing 9 (for an outside line), then 911, or contact the receptionist (ext. 0), and ask them to dial 911.

If an emergency should arise when a receptionist is not on duty (before 8, or after 5), or the receptionist can't be reached, the above page to alert the ERT can be made from any phone by dialing # 4000 (two soft beeps), and then 0 again for both levels.

ELECTRONIC COMMUNICATIONS CODE OF CONDUCT

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using Mortara Instrument communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voicemail, fax machines, computers, personal digital assistants (including Blackberry or similar text messaging devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive, or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with coworkers or externally with customers, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All electronic communications contained in company Systems are company records and/or property. Although an employee may have an individual password to access our Systems, the Systems and electronic communications belong to the company and are accessible to the company at all times. Our Systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice and are not confidential or private. This right applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

EMPLOYEE HANDBOOK

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the company's business or violate policy is permitted, personal communications in our Systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice.

Employees may not use our Systems in a manner that violates our policies including but not limited to harassment, sexual harassment, equal employment opportunity, protecting corporate information, and solicitation. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to: sexually explicit drawings, messages, images, cartoons, or jokes; propositions, or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of company policies.

In addition, employees may not download any software or anything from the Internet. Downloads must be done through the Mortara IT management which is limited to the network operations manager or information systems manager.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc., without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the company. Employees may not install password or encryption programs without the written permission of our Systems supervisor. Employees may not use the passwords and encryption keys belonging to others.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution.

If you have questions about the acceptable use of our Systems or the content of electronic communications, ask your supervisor or human resource manager for advance clarification.

EMPLOYEE HANDBOOK

SOCIAL NETWORKING

Mortara respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. Employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee.

For employees that elect to register with social networking websites such as Facebook, LinkedIn or others, the following policy applies:

Posting a statement that you are an employee of Mortara Instrument is permitted; however, if you choose to identify yourself as a Mortara employee, please understand that some readers may view you as a spokesperson for Mortara. Because of this possibility, we ask that you state that the views expressed in your blog or social networking area are your own and not those of the company, nor of any person or organization affiliated or doing business with Mortara.

All other information regarding your location, activities, travel, projects worked upon, or customers visited is considered by the company to be confidential. Posting of this material on any such site is not permitted.

CATEGORIES OF EMPLOYMENT

REGULAR FULL-TIME EMPLOYEES regularly work 30 hours or more each week.

REGULAR PART-TIME EMPLOYEES regularly work less than 30 hours each week.

TEMPORARY EMPLOYEES perform a job for a specified time, normally less than one year.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state laws.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, human resources will notify you of your employment classification.

Regular full-time and regular part-time employees are eligible to participate in the company's benefit programs in accordance with the following eligibility restrictions:

Regular full-time and regular part-time employees who work at least 30 hours per week are eligible for all Mortara benefits. (Regular employees working more than 30 hours, but less than 40 hours will receive paid time off accrual on a pro-rated basis.)

Temporary or regular part-time employees working less than 30 hours per week receive no benefits including paid time off, but will be paid holiday pay on the following basis: employee will be paid on a pro-rated basis, i.e., if employee works 20 hours per week, employee would receive 1/2 of 8 hours pay or 4 hours for each paid holiday.

EMPLOYEE HANDBOOK

ATTENDANCE AND PUNCTUALITY

You will be expected to report for work in accordance with the schedule established for you by your supervisor. Proper attendance and punctuality are important criteria in maintaining a good performance record.

Absences create scheduling and work flow problems. When an absence is unscheduled, we are less able to provide the quality of service our customers have come to expect. An unscheduled absence also causes problems for other employees who must absorb the absent person's workload. In an effort to minimize these problems, we require as much advance notice as possible be given for all absences. If you are going to be absent, for reasons other than illness or emergency, you must notify your supervisor as far in advance as possible. All requests for time off are subject to the approval of your supervisor.

We acknowledge that circumstances may arise in which advance notice cannot be given prior to the day of the absence (illness, emergency, etc.). In such cases, you must notify the company no later than one hour after your designated starting time. Check with your supervisor for the method that he/she prefers that you report your absence. An absence of two days or more without notification may be considered a voluntary resignation.

BUSINESS HOURS

Because of the nature of our business, your work schedule may vary depending on your job. Our normal office business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Check with your supervisor if you have questions about your hours of work.

MEAL TIME

You will have an unpaid lunch period during your work day which will be scheduled by your supervisor. Lunch periods range from one-half hour to one hour depending upon the job you are performing and/or the department in which you work. Your supervisor will advise you as to the appropriate time for your lunch period.

BREAKS

Mortara provides all employees with a 15 minute morning and afternoon break from their duties. All employees are required to take the breaks at the time designated by their supervisor, and any exceptions must be authorized.

EMPLOYEE HANDBOOK

PAYDAY

You will be paid bi-weekly on Thursday for the two week period that ends on the previous Sunday. When our payday is a holiday, you will normally be paid on the first working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the error.

OVERTIME

There may be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and one half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case we will comply with state law.

Only actual hours worked or paid holidays count towards computing weekly overtime. PTO hours are excluded. If you have any questions concerning overtime pay, check with your supervisor.

HOLIDAYS

All regular full and part-time employees are eligible for holiday pay according to Mortara's holiday schedule. Part-time non-exempt employees are paid for holidays based on the number of hours they normally would have worked on that day, or on a pro-rated basis. See "**Benefits at a Glance**" located on the Mortara employee intranet home page to view the paid holiday list for the current year.

EMPLOYEE HANDBOOK

PAID TIME OFF (PTO)

Mortara provides paid time off thru our Paid Time Off (PTO) benefit. Our PTO policy combines our vacation, illness and personal day policies into one benefit. PTO is "earned" based on length of service.

Your first calendar year of service is the year in which you start working for the company, and the second calendar year is the year in which your first anniversary date of employment falls. See "**Benefits at a Glance**" located on the employee intranet home page for the schedule of time off given for specific years of service.

With the exception of time off for illness, use of the PTO benefit requires that you provide proper notification. The company reserves the right to deny advance requests for time off as business conditions require.

Paid time off for holidays, funeral leave, jury duty, military training and work-related injuries is provided for under different policies and is described in separate sections of this handbook.

You may carry over ten (10) PTO days (80 hours) from one calendar year to the next. Balances over 80 hours will be lost and placed into the PTO donation benefit described in a separate section of this handbook.

Upon termination, employees that have completed at least six months of service will be paid for any accrued but unused vacation

JURY DUTY

If you are called to serve on a jury, you will be paid the difference between your regular pay and the amount received from serving on the jury up to a maximum of eight (8) hours per day up to five (5) work days. You must present a statement from the clerk of court in order to qualify for this makeup pay.

VOTING LEAVE

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him/her with four hours to vote while the polls are open will be granted up to two unpaid hours off in order to vote. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible.

EMPLOYEE HANDBOOK

MILITARY LEAVE

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to your manager and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify your manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

BEREAVEMENT LEAVE

A death is always a traumatic event, particularly when a member of your family is involved. We provide funeral leave to give you the time off you may need to make necessary arrangements and to work through the emotional difficulties of the situation.

Two days of paid funeral leave may be taken due to the death of a spouse, child, parent, or sibling. One day of paid funeral leave may be taken due to the death of a father-in-law or mother-in-law, or a grandparent. If additional time off is needed, you may arrange to use paid time off (PTO) or to take an unpaid leave of absence. Such arrangements must be made with your supervisor. Mortara does reserve the right to verify any requests for funeral leave.

All regular full-time employees are eligible for paid funeral leave upon hire. All regular part-time employees are eligible for paid funeral leave based upon the number of hours worked per day, i.e., if you normally work 5 hours per day, your paid funeral leave would be 5 hours per day.

SEVERE WEATHER

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions is unpaid.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

EMPLOYEE HANDBOOK

LEAVE OF ABSENCE

At some time during the course of employment it may become necessary, due to personal circumstances, for an individual to apply for an unpaid leave of absence (other than those provided under the Federal Family and Medical Leave Act or the Wisconsin Family and Medical Leave Act). The company will consider all written requests for leave, taking into consideration the circumstances of each individual situation and the needs of the company. The company retains sole discretion over such decisions. The company's granting of an extended leave of absence (other than those provided under the Federal Family and Medical Leave Act or the Wisconsin Family and Medical Leave Act), does not in itself guarantee your future reinstatement to regular full-time employment.

When possible, requests should be submitted at least thirty (30) days before the anticipated start of the leave. The request should set forth the circumstances which apply and the decision of the company will be final.

If the request is granted for a period of less than thirty (30) days, you will continue to pay the employee's contribution of your health and dental coverage which is currently deducted from your salary. You will also continue to pay any premium which is currently deducted from your salary for additional life insurance coverage or other supplemental insurance, if applicable. If the authorized leave is in excess of thirty (30) days, after the thirty (30) days the employee will be required to assume the entire cost (employer contribution and employee contribution) of any premiums for health and dental insurance according to the provisions of the particular policy. The period of leave of absence will not count towards credited employment with the company for certain purposes and certain benefits. An employee will not receive holiday pay, pay for jury duty or funeral leave during the period of an employee's unpaid leave of absence.

In addition to the above guidelines, an employee must use the balance of their paid time off (PTO) towards their leave. While on leave of absence, an employee will not accrue PTO.

Return from a leave of absence must be requested in writing, and if reinstatement is granted, every reasonable effort will be made to return you to the same job (or a similar one) held at the time the leave began. However, this cannot be guaranteed.

PERSONAL TELEPHONE CALLS

It is important to keep our telephone lines free for customer calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls are to be kept to a minimum.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on company premises.

EMPLOYEE HANDBOOK

PAY RAISES

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

PERFORMANCE REVIEWS

Mortara Instrument believes in the importance of employee performance evaluations. Periodic reviews provide you with valuable information on your performance, including the identification of strengths and weaknesses. The performance evaluation gives you the opportunity to talk candidly to your supervisor regarding your performance, and should lead to an understanding about performance expectations for the following year.

Although not guaranteed, performance evaluations are generally conducted according to the following schedule:

For non-exempt employees, at the end of the first six months, and annually thereafter.

For exempt employees, on an annual basis.

Performance is continuously evaluated and performance issues may be addressed at other times throughout employment as the need arises.

PAY ADVANCES

Pay advances will not be granted to employees.

ACCESS TO PERSONNEL FILES

Upon written request, you may inspect your own personnel file. Inspections will be held on company premises in the presence of a company official. Contact human resources to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the company. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

For more information, contact human resources.

EMPLOYEE HANDBOOK

SOLICITATION AND DISTRIBUTION

In order to prevent disruption of operations, interference with work and inconvenience to other employees, solicitation for any cause during working time is not permitted. Working time is defined as that time when the soliciting or solicited employee should be working, and not including break time, meal time or other times when an employee is off duty. An employee who is not on working time may not solicit an employee who is on working time for any cause. In addition, distribution of literature of any kind at any time is not allowed, unless authorized by human resources.

In addition, no material may be placed on company bulletin boards without the approval of the human resource manager.

CHANGES IN PERSONAL DATA

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kin and/or beneficiaries should be given to human resources promptly.

COMPANY PROPERTY

You are expected to use proper care when using the company's property and equipment. No company property, including, without limitations, scrap and salvage materials, may be removed without the authorization, in advance, of your supervisor. If you lose, break or damage any property, report it to your supervisor at once.

TOBACCO USE

All employees, contractors, and visitors are prohibited at all times from smoking tobacco or using smokeless tobacco products on the premises of Mortara Instrument. The premises is defined as inside all Mortara company-owned facilities, outside on the grounds (including the employee parking lots/areas and walkways leading to and from the employee parking lot/areas), and inside company-owned, leased or personal vehicles on company property.

EMPLOYEE HANDBOOK

SAFETY

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slight, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, just ask your supervisor.
6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Mortara maintains hazardous material data sheets in a binder on the production floor.
9. Unauthorized possession, use or sale of weapons, firearms or explosives on work premises is forbidden.
10. All guests of Mortara must be identified with a badge and be escorted any time they are in the building by a Mortara employee.

Additionally, Mortara has in place a safety committee that has a representative from each company department. This committee meets regularly and discusses safety concerns and procedures

EMPLOYEE HANDBOOK

DRESS POLICY

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the company to the public and fellow employees.

EMPLOYEE PARKING

Mortara provides an employee gated parking lot located across the street from our building. Unless otherwise authorized, all employees must park in either the gated employee parking lot or on the street.

PROTECTING COMPANY INFORMATION

Protecting our company's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the company's confidential business with anyone who does not work for us. You may be required to sign a non-compete or non-disclosure agreement as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the human resources department.

EMPLOYEE HANDBOOK

EMPLOYEE REFERRAL BONUS

At Mortara Instrument we encourage employees to suggest individuals for possible employment. As employees already familiar with our company and our standards, we feel that your referrals often will be right on target. Outlined here are the ground rules for the program. We have worked to develop a plan for rewarding referrals that we feel to be equitable. Your participation is essential for this program to be a success.

- Any employee other than human resources or executives (VPs) are eligible.
- A position must be posted internally and be officially noted as referral bonus eligible for it to qualify for this bonus program.
- The amount of the bonus, if any, will be announced on the internal posting.
- Hiring managers will not be compensated for a hire in their own department.
- The referred candidate may apply on his or her own, but the referral must be noted in HR prior to receiving an application or resume.
- Referral bonuses will not be paid for the hire of a member of an employee's immediate family.
- Once an offer is made, accepted, and the new hire completes their first week of employment, the referrer will receive one half of the total bonus offered. Upon the completion of six months, the referrer will receive the second half of the bonus offered.
- In order to be paid referral bonus, one must still be employed by Mortara Instrument when the bonus is due to be paid.
- Be aware that your referral simply puts an applicant into the pool of many applicants and does not guarantee that they will be hired. Do not make any commitments or oral promises of employment to those you refer.

WORKERS' COMPENSATION

On the job injuries are covered by our Workers' Compensation insurance policy. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition which could lead to or contribute to an employee accident.

Injuries incurred on-site participating in voluntary sports or fitness activities do not qualify under Workers' Compensation insurance.

EMPLOYEE HANDBOOK

COBRA

You and your covered dependents will have the opportunity to continue medical and dental benefits for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a "dependent child" under the terms of the medical plan;
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, check with human resources.

IF YOU MUST LEAVE US

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks advance written notice. Your thoughtfulness is appreciated.

Our company does not provide a "letter of reference" to former employees. Generally we will confirm upon request our employees' dates of employment, salary history and job title.

You should notify the company if your address changes during the calendar year in which termination occurs so that your tax information can be sent to the proper address.

EMPLOYEE HANDBOOK

RECEIPT OF EMPLOYEE HANDBOOK

An electronic version or hard copy of the Mortara Instrument Employee Handbook has been provided to me.

I understand that it is my responsibility to review and understand the contents of this handbook in its entirety.

I understand that this handbook contains confidential information for my use only.

I understand that the language used in this handbook is not intended to create, nor is it to be construed to constitute, a contract or evidence of a contract between the company and any one or all of its employees.

Mortara does not guarantee any employee continued employment for any definite period of time. I have the right to terminate my employment without cause at any time. The company retains that same right, in its sole discretion, notwithstanding any provisions of these guidelines. No verbal modifications of this at-will employment relationship are valid.

By signing this form, I certify that I have received access to the handbook and that I am knowledgeable about the policies and procedures stated therein. I have returned a signed copy of this receipt to the human resources manager and have kept a signed copy for myself.

Employee Name _____

Employee Signature _____

Date _____



December 2010 (last revised)



MORTARA INSTRUMENT, INC.

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September 7, 2016

VIA HAND DELIVERY

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

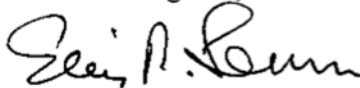
Re: *Robert D. Atkins v. Mortara Instrument, Inc.*

Dear Ms. Armstrong:

Enclosed for filing please find the original and one (1) copy of the Summons and Complaint, together with exhibits, in connection with the above-referenced matter. Also enclosed is the civil action coversheet and this firm's check made payable to the Charleston County Clerk of Court in the amount of One Hundred Fifty and No/100 Dollars (\$150.00) representing the applicable filing fee. I would appreciate it if you would please file the original of this pleading with the Court and return the file-stamped copy to me.

Thank you for your assistance with this matter.

With best regards,



Ellis R. Lesemann

ERL/ajs
Enclosures